

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**CONSENT TO ASSIGNMENT AND FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS CONSENT TO ASSIGNMENT AND FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Fourth Amendment") is made and entered into by and between Fort Bend County, Texas, a political subdivision of the state of Texas ("County"), and Pape-Dawson Consulting Engineers, LLC ("Pape-Dawson"), a Texas limited liability company.

WHEREAS, on January 7, 2020, County entered into that certain Agreement for Professional Engineering Services with Costello, Inc. ("Costello"), a Texas corporation, for the reconstruction of Pecan Creek Road and Cedar Creek Road Bridges (the "Agreement") under Project No. BR19301 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on December 15, 2020, December 14, 2021, and March 12, 2024; and

WHEREAS, on or about February 28, 2024, County received a letter from Pape-Dawson, which letter is attached hereto as Exhibit "A-4" and incorporated by reference herein, informing County of its acquisition of Costello, LLC (f/k/a Costello, Inc.).

WHEREAS, County, by execution of this Fourth Amendment, is willing to consent to an assignment of the Agreement, as amended, to Pape-Dawson subject to the terms, conditions, and amendments provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.
2. **Consent to Assignment.** County hereby consents to and approves of the assignment to Pape-Dawson of all rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and as provided in Section 3 below. Subject to the amendments provided in Section 3 below, Pape-Dawson hereby accepts such assignment of the Agreement, as amended, and expressly assumes all of Costello, LLC's (f/k/a Costello, Inc.) rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and agrees to perform the same.

3. **Amendments to the Agreement.**

- (a) The first (1st) paragraph of the Agreement beginning with “This Agreement is made and entered into by and between ...” shall be deleted in its entirety and substituted with the following language:

“This Agreement is made and entered into by and between Fort Bend County, Texas (“County”, a political subdivision of the state of Texas, and Pape-Dawson Consulting Engineers, LLC (“Contractor”), a Texas limited liability company.

- (b) The term “Contractor” in the Agreement, as amended, shall be amended to mean Pape-Dawson as of the effective date of January 7, 2020. The term “Contractor” in the Agreement, as amended, shall no longer mean Costello, LLC or Costello, Inc.

4. **Acknowledgment.** By execution of this Fourth Amendment, Pape-Dawson acknowledges, confirms, and agrees that it has received a copy of the Agreement and all subsequent amendments.

5. **Modifications and Conflict.** Any provisions of the Agreement not specifically amended or modified by this Fourth Amendment shall remain in full force and effect in all other respects and shall continue to be binding on the Parties hereto. If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Pape-Dawson hereto have executed this Fourth Amendment to be effective on the date signed by the last Party hereto.

SIGNED AND ENTERED this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

Laura Richard,
County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

SIGNED AND ENTERED this 13th day of June, 2024.

PAPE-DAWSON CONSULTING ENGINEERS, LLC

By: [Signature]
Name: Dustin O'Neal
Title: Managing Principal

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 13th day of June, 2024, by Dustin O'Neal, Managing Principal of Pape-Dawson Consulting Engineers, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



EXHIBIT A-4

(February 28, 2024 Letter from Pape-Dawson Follows Behind)

MEMO

TO: All Clients of Costello, Inc. **DATE:** February 28, 2024

FROM: Dustin O'Neal, P.E.
Managing Principal, Pape-Dawson Engineers

RE: Acquisition of Costello, LLC by Pape-Dawson Consulting Engineers, LLC and transition of Costello to Pape-Dawson

To Whom It May Concern:

Pape-Dawson Consulting Engineers, LLC ("Pape-Dawson"), successfully completed the acquisition of Costello, LLC ("Costello" which was formerly known as Costello, Inc.) on July 14, 2023. As of that date, all assets and liabilities of Costello were duly transferred to Pape-Dawson as part of acquisition.

Leading up to, and in the time following the acquisition process, much effort was spent to ensure a seamless transition for Costello and all of Costello's clients, and I can confirm that all operations, contracts, and commitments previously held by Costello have been transferred to Pape-Dawson. Additionally, all ongoing services and commitments to Costello clients are being upheld under the new entity, with most services being performed by the same staff as prior to the acquisition.

Costello is now operating as Pape-Dawson and we are on the closing end of issuing documents from both entities. As Costello is wholly owned by Pape-Dawson, documents from both entities are valid. Further, our legal counsel does not believe contract assignments are necessary. However, if any clients would like Costello to assign existing agreements to Pape-Dawson, please let us know and we will be happy to work through that process to your satisfaction.

Thank you for your continued support and patience throughout this transition period. We look forward to continuing to serve you, our clients, with the same dedication and values you have come to expect from Costello, with the added resources, experience and capabilities that come with joining such an accomplished and esteemed organization like Pape-Dawson. Should you require any further clarification or documentation regarding this acquisition, please do not hesitate to reach out to me directly at [REDACTED]

Best regards,



Dustin O'Neal, P.E.
Managing Principal, Pape-Dawson Engineers